

AGREEMENT FOR ENGINEERING SERVICES
FOR
REPLACEMENT OF CLOVER CREEK BRIDGE AT FIRST STREET (14C-0015)
IN LAKE COUNTY, CALIFORNIA

This Agreement is made and entered into this _____ day of _____, 2017, by and between the COUNTY of Lake, hereinafter referred to as "COUNTY", and Quincy Engineering, Inc., hereinafter referred to as "CONSULTANT".

WHEREAS, COUNTY has identified a need to replace the Clover Creek Bridge at First Street (14C-0015; and

WHEREAS, preliminary and final design, environmental services, right of way, bidding and construction assistance services will be required for the above-mentioned bridges, hereinafter referred to as "PROJECT"; and

WHEREAS, CONSULTANT is a licensed professional Civil Engineer in the State of California and is qualified and willing to provide said services.

NOW, THEREFORE, it is mutually agreed by the parties as follows:

I.
SCOPE OF SERVICES

- A. CONSULTANT shall perform the services described in Exhibit "A", attached hereto and incorporated herein by this reference hereinafter called Scope of Work. In the event of a conflict between this Agreement and Exhibit "A", the provisions of this Agreement shall control.
- B. Time of Beginning and Completion of Services: Work on the PROJECT shall begin no later than five (5) calendar days after CONSULTANT's receipt of a COUNTY issued Notice to Proceed. CONSULTANT shall perform services within the times or by the dates provided in Exhibit "A", which by reference is made a part hereof, except that, if applicable, the schedule may be adjusted to reflect any delay in issuance of the Notice to Proceed, or other delay factors not subject to CONSULTANT control.

II.
COUNTY'S RESPONSIBILITIES

The COUNTY's responsibilities will include the payment for the CONSULTANT's services and the time period within which payment must be made. Additionally, the COUNTY may agree to provide certain information, documents, work space, and/or materials.

- A. COUNTY Furnished Data: COUNTY will provide to CONSULTANT all data in COUNTY's possession relating to CONSULTANT's services on the PROJECT.
- B. Access to Facilities and Property: COUNTY will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its services. COUNTY will be responsible for all acts of COUNTY's personnel.
- C. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, COUNTY will obtain, arrange and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT's services.
- D. Timely Review: COUNTY will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor,

accountant, auditor, bond and financial advisors, and other consultants as COUNTY deems appropriate; and render in writing decisions required by COUNTY in a timely manner.

- E. Prompt Notice: COUNTY will give prompt written notice to CONSULTANT whenever COUNTY observes or becomes aware of any development that affects the scope or timing of CONSULTANT's services, or of any defect in the work of CONSULTANT.
- F. Environmental Clearances: COUNTY will be responsible for all environmental clearances.
- G. Asbestos or Hazardous Substances and Indemnification: If asbestos or hazardous substances in any form are encountered or suspected, CONSULTANT will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

If asbestos is suspected, CONSULTANT will if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

To the maximum extent permitted by law, COUNTY will indemnify CONSULTANT and CONSULTANT's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation or dispute resolution expenses arising out of or relating to the presence, discharge, release, or escape of hazardous substances, contaminants, or asbestos on, under, or from the PROJECT.

III. **CONSULTANT'S REPORT AND/OR MEETINGS**

- A. The CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the COUNTY's Project Manager to determine if the CONSULTANT is performing to expectations or is on schedule, to provide communication of interim findings and to afford occasions for airing difficulties or special problems encountered so remedies can be developed.
- B. The CONSULTANT's Project Manager shall meet with the COUNTY's Project Manager as needed to discuss progress on the project(s).

IV. **SUBCONTRACTOR/DBE PARTICIPATION**

A. Subcontractors

1. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.
2. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
3. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.
4. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

B. Disadvantaged Business Enterprise (DBE) Participation

1. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
2. If the contract has a DBE goal, the Consultant must meet the DBE goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.
3. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT-assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the local agency deems appropriate.
4. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

C. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

1. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.
2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
3. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

D. Prompt Payment of Funds Withheld to Subcontractors

1. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment

or nonpayment by the prime contractor, deficient subconsultant performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

2. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

E. DBE Records

1. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
2. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.

F. DBE Certification and Decertification Status:

If a DBE sub-consultant is decertified during the life of the Agreement, the decertified sub-consultant shall notify the Consultant in writing with the date of decertification. If a sub-consultant becomes a certified DBE during the life of the Agreement, the sub-consultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

V. PREVAILING WAGE

- A. The CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all federal, state, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

VI. COMPENSATION AND TERMS OF PAYMENT

Payment to CONSULTANT will be made as follows:

- A. **Invoices and Time of Payment:** Monthly invoices will be issued by CONSULTANT for all services performed under this Agreement. Invoices shall reference the project title and include a detailed breakdown of work items and unit costs by task and project site with a summary of all work completed to date and the cost of work remaining. Invoices are due and payable upon receipt. Each invoice will include a 5% retention amount.

Invoices shall be mailed to the Contract Manager, Fred Pezeshk, at the following address:

County of Lake
Public Works Department
255 N. Forbes Street, Room 309
Lakeport, California 95453
Attn: Fred Pezeshk

Upon satisfactory completion of services enumerated in ARTICLE I herein, the final payment of any balance will be due upon receipt of the final invoice. The final invoice should be submitted within 60-calendar days after completion of the CONSULTANT's work.

B. **Interest:** Interest at the rate of 1-1/2% per month, or that permitted by law if lesser, will be charged on all past-due amounts starting thirty (30) days after receipt of invoice and required documentation. Payments will first be credited to interest and then to principal.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. COUNTY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

If COUNTY fails to make payment in full to CONSULTANT for services within sixty (60) days of the date due for any uncontested billing, CONSULTANT may, after giving seven (7) days written notice to COUNTY, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services, CONSULTANT will have no liability to COUNTY for delays or damages caused COUNTY because of such suspension of services.

C. **Compensation:** The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work set forth in Exhibit "A". Direct Costs for Sub Consultants will be billed as actual costs. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work.

For all services CONSULTANT shall be paid in accordance with the budget set forth in Exhibit "B", provided however that the total payments to CONSULTANT shall not exceed \$361,929.10 without prior written authorization by COUNTY and formal Amendment to this Agreement.

In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$25,742.70. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.

Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.

VII.
TERM

This Agreement shall commence on the date hereinabove entered into and shall terminate on December 31, 2020, unless earlier terminated as hereinafter provided. This term may be extended an appropriate

period of time in case of unavoidable delays and for consideration of corresponding warranted adjustments in payment by modification of this agreement as hereafter provided.

VIII.
DUE PERFORMANCE - DEFAULT

Each party to this Agreement undertakes the obligation that the other's expectation of receiving the performance due under the terms of this Agreement will not be impaired. Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default. If the party in default does not cure the default within ten (10) days of the date of that notice (i.e. the time to cure) then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure shall be in writing executed by both parties and must specify the reason(s) for the extension and the date the extension of time to cure expires.

Notice given under this provision shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable time period. No such notice shall be deemed a termination of this Agreement, unless the party giving notice so elects in that notice, or so elects in a subsequent written notice after the time to cure has expired.

IX.
TERMINATION

This Agreement may be terminated as follows:

- A. By mutual written consent of the parties; or
- B. By COUNTY or Director of Public Works upon thirty (30) days written notice to CONSULTANT.

Upon termination prior to the full and satisfactory completion of CONSULTANT's performance under this Agreement, COUNTY shall not be liable to pay CONSULTANT the total compensation set forth in Article VI of this Agreement, but CONSULTANT shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the CONSULTANT covered by this Agreement. Upon termination of this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the COUNTY, and no further agreement will be necessary to transfer ownership to the COUNTY.

X.
INSURANCE

CONSULTANT shall not commence work under this Agreement until he has obtained all the insurance required herein, certificates of insurance have been submitted to COUNTY, and said insurance has been approved by COUNTY. The certificates of insurance shall contain a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to COUNTY, ten (10) days' notice if cancellation is due to nonpayment of premium.

CONSULTANT shall not allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been obtained.

Any failure of CONSULTANT to maintain the insurance required by this provision, or to comply with any of the requirements of this provision, shall constitute a material breach of the entire Agreement. COUNTY shall not be responsible for any premiums or assessments on the policy.

Certificates evidencing the issuance of the following insurance shall be filed with COUNTY within ten (10) days after the date of execution of this Agreement by CONSULTANT and prior to commencement of work hereunder.

- A. **Compensation Insurance.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Workers' Compensation Insurance and Employer's Liability Insurance as required by the State of California, for all employees to be engaged in work. In any case of such work sublet, CONSULTANT shall require subcontractor similarly to provide Employer's Liability Insurance and Workers' Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by CONSULTANT's Workers' Compensation Insurance and Employer's Liability Insurance. Employer's Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- B. **Commercial General Liability.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, upon himself and his employees at all times during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG 0001) for bodily injury, personal injury, and broad form property damage, in an amount of not than One Million dollars (\$1,000,000.00) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverages: Personal and advertising injury, Premises-operations, Products and completed operations, Blanket contractual, and Independent CONSULTANT's liability. If such policy includes an aggregate limit, such aggregate limit shall be at least double the per occurrence limit required herein.
- C. **Automobile Liability Insurance.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased, and non-owned vehicles used in connection with CONSULTANT's business in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit coverage per occurrence.
- D. **Professional Liability Insurance.** CONSULTANT shall procure and maintain, at CONSULTANT's own expense during the term hereof, Professional Liability Insurance for protection against claims arising out of the performance of services under this Agreement caused by errors, omissions, or other acts for which CONSULTANT, its employees, subcontractors, and agents, are liable. Said insurance shall be written with limits of not less than One Million Dollars (\$1,000,000.00). If said insurance is written on a "claims made" form, insurance shall be maintained and evidence of insurance must be provided for at least one (1) year after completion of the work under this Agreement.
- E. **Subcontractors.** CONSULTANT shall include all subcontractors as insured under the aforesaid policies or shall furnish separate certificates and endorsements to the COUNTY for each subcontractor which shall be subject to review and approval by COUNTY. All insurance coverages for subcontractors shall be subject to each of the requirements hereinabove and contain the additional insured endorsements required of CONSULTANT described with particularity hereinbelow.
- F. **Additional Insured Endorsement.** The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The COUNTY, its officers, officials, employees, and designated agents are to be covered as additional insureds and shall be added in the form of an endorsement to CONSULTANT's insurance on Form CG 20 10 11 85. CONSULTANT shall not commence work under this Agreement until he has had delivered to COUNTY the Additional Insured Endorsements required herein. This provision is not intended to extend to construction contractors contracted by the COUNTY to perform the work of improvement.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.
- G. **Other Insurance Provisions.** For any claims related to the work performed under this Agreement by CONSULTANT, the CONSULTANT's insurance coverage shall be primary insurance as to the COUNTY, its officers, officials, employees, designated agents and appointed volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, designated

agents or appointed volunteers shall be in excess of the CONSULTANT's insurance and shall not contribute with it.

Any deductibles or self-insured retentions must be declared to and approved by COUNTY. At the option of COUNTY, either CONSULTANT shall reduce or eliminate such deductibles or self-insurance retentions as they apply to COUNTY or CONSULTANT shall provide a financial guarantee satisfactory to COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of CONSULTANT under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONSULTANT for liability in excess of such coverage, nor shall it preclude COUNTY from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of COUNTY to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

If any insurance coverage required by this Agreement is provided on a "Claims Made", rather than "occurrence" form, CONSULTANT agrees to maintain required coverage for a period of three years after the expiration of this Agreement (hereinafter, "Post Agreement Coverage") and any extensions thereof. CONSULTANT may maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for Post Agreement Coverage shall be deemed to be reasonable.

COUNTY shall include a provision in its contract with the general contractor hired to perform the work of improvement a provision requiring that the general contractor and all of its subcontractors maintain general liability insurance of not less than \$1,000,000 and that such insurance include the COUNTY, its officers, officials, employees, designated agents, appointed volunteers and the CONSULTANT, as additional insureds.

XI. **INDEMNIFICATION - HOLD HARMLESS**

Each Party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, that arise out of, pertain to, or relate to its own negligent acts and/or omissions, recklessness, or willful misconduct which caused said claim, demand, liability, loss, damage, cost expense, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party. CONSULTANT's liability hereunder shall be limited by the COUNTY to the amount of the available coverage under CONSULTANT's insurance coverage as described in Section X. herein.

CONSULTANT's obligations under this Section shall survive the termination of the Agreement.

XII. **CONSULTANT'S WARRANTIES**

CONSULTANT hereby makes the following representations and warranties:

- A. **Standard of Care.** CONSULTANT represents that it is specially trained, licensed, experienced, and competent to perform all the services, responsibilities, and duties specified herein and that such services, responsibilities, and duties shall be performed, whether by CONSULTANT or designated

subcontractors, in a manner according to generally accepted practices of the engineering profession.

If COUNTY determines that any of CONSULTANT's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONSULTANT to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONSULTANT to correct the work at no additional charge to generally accepted standards and practices of the engineering profession; (c) terminate this Agreement pursuant to the provisions of Article IX; or (d) pursue any and all other remedies at law or in equity.

Assigned Personnel:

1. CONSULTANT shall assign only competent personnel to perform work hereunder. In the event that at any time COUNTY, in its sole discretion, desires the removal of any person or persons assigned by CONSULTANT to perform work hereunder, CONSULTANT shall remove such person or persons immediately upon receiving written notice from COUNTY.
2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by COUNTY to be key personnel whose services were a material inducement to COUNTY to enter into this Agreement. CONSULTANT shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of COUNTY. With respect to performance under this Agreement, CONSULTANT shall employ the key personnel identified in Exhibit "A".
3. In the event that any of CONSULTANT's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of CONSULTANT's control, CONSULTANT shall be responsible for timely provision of adequately qualified replacements.

B. **Non-Discrimination in Employment.** CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed religion, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age. During the performance of this Contract, Consultant and its sub-consultant shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and sub-consultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and sub-consultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its sub-consultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

C. **Adherence to Applicable Disability Law.** CONSULTANT shall be responsible for knowing and adhering to the requirements of Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, (42 U.S.C. Sections 12101, et seq.). California Government Code Sections 12920 et seq., and all related state and local laws.

D. **HIPAA Compliance.** CONSULTANT will adhere to Titles 9 and 22 and all other applicable Federal and State statutes and regulations, including the Health Insurance Portability and Accountability Act

of 1996 (HIPAA) and will make his best efforts to preserve data integrity and the confidentiality of protected health information.

- E. **Safety Responsibilities.** CONSULTANT will adhere to all applicable CalOSHA requirements in performing work pursuant to this Agreement. CONSULTANT agrees that in the performance of work under this Agreement, CONSULTANT will provide for the safety needs of its employees and will be responsible for maintaining the standards necessary to minimize health and safety hazards.
- F. **Interest of CONSULTANT.** CONSULTANT hereby covenants that he has, at the time of the execution of this Agreement, no interest, direct or indirect, and that he shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONSULTANT further covenants that in the performance of this work, no person having such interest shall be employed.
- G. **Covenant Against Contingent Fees.** The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- H. **Laws to be observed.** CONSULTANT will comply with all laws, regulations, orders, and decrees applicable to the PROJECT. Indemnify and defend the COUNTY against any claim or liability arising from the violation of a law, regulation, order, or decree by CONSULTANT or your employees. Immediately report to the Contract Manager a discrepancy or inconsistency between the Contract and a law, regulation, order, or decree.

If the COUNTY incurs any fines or penalties because of CONSULTANT's failure to comply with a law, regulation, order, or decree, the COUNTY will deduct the amount of the fine or penalty.

Immediately notify the Contract Manager, if a regulatory agency requests access to the job site or to records. Submit a list of documents provided to the agency and issued enforcement actions.

XIII. **ASSIGNMENT**

CONSULTANT shall not assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of COUNTY, except that claims for money due or to become due the CONSULTANT from COUNTY under this Agreement may be assigned by the CONSULTANT to a bank, a trust company, or other financial institution without such approval. Written notice of any such transfer shall be furnished promptly to the COUNTY. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties or as stated above shall be void.

XIV. **INDEPENDENT CONSULTANT**

It is specifically understood and agreed that, in the making and performance of this Agreement, CONSULTANT is an independent CONSULTANT and is not an employee, agent or servant of COUNTY. CONSULTANT is not entitled to any employee benefits. COUNTY agrees that CONSULTANT shall have the right to control the manner and means of accomplishing the result contracted for herein.

CONSULTANT is solely responsible for the payment of all federal, state, and local taxes, charges, fees, or contributions required with respect to CONSULTANT and CONSULTANT's officers, employees, and agents who are engaged in the performance of this Agreement (including without limitation,

unemployment insurance, social security, and payroll tax withholding).

XV.
MODIFICATION

- A. This Agreement may only be modified by a written amendment thereto, executed by both parties. However, matters concerning scope of services which do not affect the agreed price may be modified by mutual written consent of CONSULTANT and COUNTY executed by Director of Public Works.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COUNTY's Project Manager.
- C. There shall be no change in the CONSULTANT's Project Manager or members of the project team, as listed in the Cost Proposal which is a part of this contract, without prior written approval by the COUNTY's Project Manager.

XVI.
ATTORNEYS FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

XVII.
OWNERSHIP OF DATA

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this contract will automatically be vested in the COUNTY, and no further agreement will be necessary to transfer ownership to the COUNTY. The CONSULTANT shall furnish the COUNTY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. The CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by the COUNTY of the machine-readable information and data provided by the CONSULTANT under this agreement; further, the CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with, any use by the COUNTY of the project documentation on other projects, for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by the CONSULTANT.
- D. Applicable patent rights provisions described in 41 CFR 1-91, regarding rights to inventions shall be included in the Agreements as appropriate.
- E. CONSULTANT may copyright reports or other agreement products. FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

XVIII.
RETENTION OF RECORDS / AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. Seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code 10532, the

CONSULTANT, subcontractors and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract. The state, the State Auditor, the COUNTY, FHWA or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONSULTANT that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Subcontracts in excess of \$25,000 shall contain this provision.

XIX.
JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue of any action or proceeding regarding this Agreement or performance thereof shall be in Lake County, California. CONSULTANT waives any right of removal it might have under California Code of Civil Procedure Section 394.

XX.
NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.

XXI.
SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

XXII.
NON-APPROPRIATION

In the event COUNTY is unable to obtain funding at the end of each fiscal year for professional engineering services required during the next fiscal year, COUNTY shall have the right to terminate this Agreement, without incurring any damages or penalties, and shall not be obligated to continue performance under this Agreement. To the extent any remedy in this Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to COUNTY, CONSULTANT hereby expressly and irrevocably waives its right to such remedy.

XXIII.
CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by the COUNTY's construction contractor relating to work performed by CONSULTANT's personnel and additional information or assistance from the CONSULTANT's personnel is required in order to evaluate or defend against such claims, CONSULTANT agrees to make its personnel available for consultation with the COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that the COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from the COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs, that are being paid for the CONSULTANT's personnel services under this Agreement.
- C. Services of the CONSULTANT's personnel in connection with the COUNTY's construction contractor claims will be performed pursuant to a written supplement, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

D. Any subcontract in excess of \$25,000, entered into as a result of this contract, shall contain all of the provisions of this Article.

XXIV.
CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to the COUNTY's operations, which is designated confidential by the COUNTY and made available to the CONSULTANT in order to carry out this contract, shall be protected by the CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion or public hearing held by the COUNTY relating to the contract, shall not authorize the CONSULTANT to further disclose such information or disseminate the same on any other occasion.
- C. The CONSULTANT shall not comment publicly to the press or any other media regarding the contract or the COUNTY's actions on the same, except to the COUNTY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings, or in response to questions from a Legislative committee.
- D. The CONSULTANT shall not issue any news release or public relations item of any nature whatsoever regarding work performed or to be performed under this contract without prior review of the contents thereof by the COUNTY and receipt of the COUNTY's written permission.
- E. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential and shall not be disclosed by the CONSULTANT to any entity, other than the COUNTY.

XXV.
NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code, Section 10296, the CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a Federal court has been issued against the CONSULTANT within the immediately preceding two-year period because of the CONSULTANT's failure to comply with an order of a Federal court that orders the CONSULTANT to comply with an order of the National Labor Relations Board.

XXVI.
INSPECTION OF WORK

The CONSULTANT and any subCONSULTANTS shall permit the COUNTY, State and the FHWA to review and inspect the project activities at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

XXVII.
NON-DISCRIMINATION

- A. During the performance of this Agreement, CONSULTANT and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, nation origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONSULTANTS and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. CONSULTANTS and subcontractors shall comply with the provisions of the Fair Employment and

Housing Act (Government Code, Section 12900.0 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a party hereof as if set forth in full. CONSULTANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- B. The CONSULTANT shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
- C. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49 CFR 21 through Appendix C and 23 CFR 710.405(b) are applicable to this contract by reference.

XXVIII.
DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the COUNTY's Contract Manager and Department Head, who may consider written or verbal information submitted by the CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONSULTANT may request review by the COUNTY GOVERNING BOARD of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONSULTANT from full and timely performance in accordance with the terms of this contract.

XXIX.
SAFETY

- A. The CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. The CONSULTANT shall comply with safety instructions issued by the COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the COUNTY has determined that such areas are within the limits of the project and are open to public traffic. The CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

XXX.
SUBCONTRACTING

- A. The CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without

written authorization by the COUNTY's Contract Manager, except that, which is expressly identified in the approved Cost Proposal.

- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.
- C. Any substitution of subconcontractors must be approved in writing by the COUNTY's Contract Manager.

XXXI.
STATEMENT OF COMPLIANCE

The CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

XXXII.
DEBARMENT AND SUSPENSION CERTIFICATION

- A. The CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

XXXIII.
CONFLICT OF INTEREST

- A. The CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.
- B. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. The CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with the CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subcontractors whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

XXXIV.
REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

XXXV.
PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING

- A. The CONSULTANT certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

XXXVI.
COST PRINCIPLES

- A. The CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
- B. The CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq. are subject to repayment by CONSULTANT to the COUNTY.

XXXVII
CONTINGENT FEE

The CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

XXXVIII.
AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by the COUNTY's CHIEF FINANCIAL OFFICER.
- B. Not later than 30 days after issuance of the final audit report, the CONSULTANT may request a review by the COUNTY's CHIEF FINANCIAL OFFICER of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by the COUNTY will excuse the CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

XXXIX.
EQUIPMENT PURCHASE

- A. Prior authorization in writing, by the COUNTY's Contract Manager shall be required before the CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. The CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in the CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by the COUNTY's Contract Manager; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "The CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, the COUNTY shall receive a proper refund or

credit at the conclusion of the contract, or if the contract is terminated, the CONSULTANT may either keep the equipment and credit the COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit the COUNTY in an amount equal to the sales price. If the CONSULTANT elects to keep the equipment, fair market value shall be determined at the CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by the COUNTY and the CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by the COUNTY.

D. All subcontracts in excess \$25,000 shall contain the above provisions.

XL.
EVALUATION OF CONSULTANT

The CONSULTANT's performance will be evaluated by the COUNTY. A copy of the evaluation will be sent to the CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

XLI.
CONSULTANT'S ENDORSEMENT ON PS&E/OTHER DATA

The responsible consultant/engineer shall sign all plans, specifications, estimates (PS&E) and engineering data furnished by him/her, and where appropriate, indicate his/her California registration number.

XLII.
NOTICES

All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited with the United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

COUNTY OF LAKE
255 North Forbes Street
Lakeport, California 95453
Attn: Scott De Leon, Public Works Director

Quincy Engineering
11017 Cobblerock Drive, Suite 100
Rancho Cordova, CA 95670
Attn: Mark Reno

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XLIII.
ADDITIONAL PROVISIONS

This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

COUNTY and CONSULTANT have executed this Agreement on the day and year first written above.

COUNTY OF LAKE:

CONSULTANT:

Chair, Board of Supervisors

John Quincy, President

ATTEST:

CAROL J. HUCHINGSON
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

ANITA L. GRANT
County Counsel

By:_____

By:_____

EXHIBIT "A"

TO

AGREEMENT FOR ENGINEERING SERVICES

FOR

REPLACEMENT OF CLOVER CREEK BRIDGE AT FIRST STREET (14C-0015)

IN LAKE COUNTY, CALIFORNIA

SCOPE OF WORK

Clover Creek Bridge at First Street (14C0015)

BRLO-5914(079)

This *Detailed Scope of Work* utilizes **Tasks 1-11** as identified in the Request for Proposals and fully satisfies all Scope of Work requirements and deliverables for the Clover Creek at First Street Bridge project. Quincy has generated the scope and task hours for based on the review of work that has been completed to date which was provided by the County on 11/17/16.

Some of the Tasks (especially those requiring site work, field visits, or meetings at County Offices), include the assumption that work can be combined with other on-going projects in Lake County. These assumptions are described in the specific tasks below.

For the purposes of establishing the contract budget, County staff will not be performing or taking the lead on any Tasks outlined in the Scope of work (utility coordination, completing hydraulics reports, or right of way acquisitions) unless otherwise noted. However, should the County decide at a later date to perform any of the work, this will become the basis for a contract amendment.

TASK 1 – PROJECT INITIATION

Task 1.1 – Kick-off Meeting

The Quincy Team (Team) will attend a kick-off meeting to bring all stakeholders, including the County, the Team, and Caltrans together to form a cooperative effort toward the timely completion of this project. This meeting will also include a discussion of the current HBP programming schedule and funding levels.

It is anticipated that representatives from the County will participate in the kick-off meeting with Quincy, and the kick-off meeting will be conducted in one day for all four projects bridge projects.

Task 1.2 - Site Visit

Normally this task involves a field review with Caltrans in order to confirm required environmental technical studies. All technical studies have already been completed and approved by Caltrans. Quincy recommends a site visit with the County and possibly Caltrans District 1 representatives after the 35% design plans are drafted. The budget has been developed based on the site visit review being combined with other on-going project work in Lake County. Meeting participants would discuss the proposed design relative to the completed technical studies. Design would focus on staying consistent with the project description and within the impact limits of the existing approved studies and approved APE limits.

Task 1.3 - Scope Verification

This task was completed prior to entering into the contract. All available information has been provided, and no additional time is included for scope verification.

Task 1.4 - Establish Project Schedule

Quincy will develop a Microsoft Project schedule showing each task, start and end dates, and task duration. This schedule will be updated and coordinated with the County throughout project development as appropriate. The County will be notified immediately of any problems that may adversely impact the project

Task 1 Deliverables

- ✓ Kickoff Meeting
- ✓ Site Visit
- ✓ Schedule

schedule.

TASK 2 – PROJECT MANAGEMENT

Task 2.1 – Project Management

The Quincy Project Manager and/or Deputy Project Manager will coordinate between all Team members to monitor and ensure progress, ensure adherence to the project schedule, ensure the proper resources are assigned to the project, and communicate regularly with the PDT members. Monthly invoices will be reviewed and sent to the County with a progress report on that month's work. Quincy will submit a Project Management Plan which provides Quincy's approach to project management, Quality Assurance/Quality Control (QA/QC), cost control, schedule management, independent technical review/design check, and constructability review.

Task 2.2 - Progress Meetings

Quincy will work with the County to schedule and attend meetings, prepare agenda items, and compile project meeting minutes for distribution. The County has requested meetings a minimum of every other month. In addition to the kick-off and site visit meetings, face to face team meetings at the completion of the 35%, 65%, and 90% design completion to review and address County comments are included. These will be supplemented by monthly conference calls as necessary to keep the County informed as to the project status. The budget has been developed based on the 35% review meeting being combined with a meeting for another on-going Lake County project to reduce travel costs. The 65% and 90% review meetings will not be combined with meetings for other bridges. A one-hour duration per conference call for the Project Manager and one Project Engineer is budgeted. This scope includes 24 conference calls, and 3 meetings in the County offices.

Task 2.3 - Assist the County with State Administration Requirements

Quincy will prepare funding documents for the Request for Authorization (RFA) of upcoming phases of work. An E-76, formally called an "Authorization to Proceed" must be processed for federal authorization of funds to establish the reimbursement date for each phase of work. A separate E-76 request (RFA) is required for preliminary engineering (PE) – already obtained by the County, right-of-way/utility relocation (RW), and construction (CON) phases when federal funds are to be used in that phase of work. Quincy will also assist the County with any revisions that may be necessary to receive additional approval or allocations for each phase of the project, and keep the County informed of upcoming documentation requirements. If needed, this could include revisions to the HBP funding through Exhibits 6A, 6B, and 6D, which Quincy regularly assists Local Agencies with. Quincy can also assist with special requests by Caltrans Local Assistance such as annual HBP Surveys (typically sent out in August and due in September), or other program updates. 40 hours has been budgeted for this effort.

| Task 2 Deliverables |
|--|
| ✓ Project Management |
| ✓ Progress Meetings (Total 3 in person, 24 conference calls) |
| ✓ Caltrans Local Assistance Coordination |
| ✓ Completed HBP Funding Forms |

TASK 3 - PRELIMINARY ENGINEERING

Task 3.1 - Surveys and Mapping

Quincy has reviewed the Civil 3D topographic survey prepared by Ruzicka for Clover Creek at First Street for which a DTM and points were included in the drawing. The Civil 3D drawing appears to have been converted from Land Development Desktop and it is not clear who performed the initial survey. At one point there was a vertical datum change of approximately 340' as well as a change in horizontal datum. There is also considerable error (0.42') in at least one of the control points provided. As a result, Quincy will need to field verify existing topographic survey in order to confirm vertical datum as well as the existing control for accuracy. Quincy will also perform supplemental creek cross sections and preliminary boundary surveys at the same time as the field verification survey (see Task 7.1 for parcel numbers). Quincy has budgeted one mobilization for this task, including two days of field work and one day of per diem.

The County will provide rights of entry for access to private properties for surveying or other design studies.

Task 3.1 Deliverables

- ✓ Field Verification of Topographic Surveys and Hydraulic Cross-Sections provided by Ruzicka
- ✓ Supplemental Creek Cross-Sections
- ✓ Preliminary Right-of-Way & Parcel Boundaries

Task 3.1.A (OPTIONAL)

In the event that material discrepancies are found in the existing survey and they are unable to be resolved quickly, Quincy anticipates that it would be more efficient to prepare a new topographic survey which is beyond the level of effort included in Task 3.1. A half-day of additional field work has been included. This OPTIONAL task will be authorized verbally, with written follow up by the County while the surveyors are still in the field. A separate mobilization is not included in this OPTIONAL task.

Task 3.2 - Geotechnical Investigations (Crawford & Associates, Inc.)

After reviewing the Preliminary Foundation Report, and reviewing the potential structure types, Quincy has determined that the existing subsurface investigation and foundation recommendations included in Preliminary Foundation Report are acceptable for final design (e.g. no additional borings needed).

The scope outlined here represents the effort for Crawford (formerly Taber) to complete the original scope of work minus the work completed to date under their existing contract with the County.

Crawford & Associates, Inc. (Crawford) will provide geotechnical services. Taber Consultants, recently acquired by Crawford, has completed geotechnical services under contract with Lake County for each of these three bridges that included test borings, laboratory tests, drafting, preliminary geotechnical analysis and preparation of draft foundation reports. Eric Nichols, now at Crawford, was the project manager for all three bridges and will continue to manage these projects.

Geotechnical services provided by Crawford will include attendance at the kick-off meeting, site review, geotechnical engineering analysis, drafting, revisions/updates to the draft foundation report (April 2014) and preparation of the final foundation report. Crawford will use the existing boring data and laboratory tests already completed by Taber Consultants. The report outline and general contents will be the same as the 2014 draft report, but updated to include design information that is developed by Quincy for the bridge types being considered, and scour information provided by WRECO.

Task 3.2 Deliverables

- ✓ Revised Draft Foundation Report with LOTB
- ✓ Final Foundation Report with LOTB

Task 3.3 - Hydrologic/Hydraulic Studies (WRECO)

WRECO will attend one combined kickoff meeting (covering all four bridge projects) and attend one (1) combined coordination/field review meeting. WRECO will also participate in two (2) project conference calls with County and Project Team staff. On a monthly basis, WRECO will provide the Project Team with invoices and progress reports for the Project.

WRECO has reviewed available data, including previous studies provided by the County and the Project Team. WRECO will coordinate with the Project Team and the County on any follow-up data request and review.

WRECO will also conduct a field reconnaissance to assess the existing conditions in the vicinity of the Project site. The field reconnaissance will be performed on the same day as the kick-off meeting.

The available stream cross sections only extend 100 feet downstream and 60 feet upstream of the bridge. Additional stream cross sections will be surveyed by Quincy as described in Task 3.1.

The floodplain looks quite extensive (over 100 feet wide) and is not encompassed within the cross sections. The cross sections will be extended with USGS Quad maps.

WRECO's preliminary research of the Federal Emergency Management Agency's (FEMA) Flood Insurance Study (FIS) indicated that a detailed study is not available at the bridge site, but a detailed study was available for the downstream of State Highway 20. WRECO will perform independent hydrologic analyses using the following three (3) methods: 1) interpolation of the available FEMA data, 2) the USGS Regional Regression Method, and 3) the Unit Hydrograph Method. WRECO will identify the appropriate design floods (usually the 50-year flood), base flood (100-year flood), flood of record (if available), overtopping flood, and the Central Valley Flood Protection Board's (CVFPB)/U.S Army Corps of Engineers' (USACE) design flow.

Neither coordination with, nor obtaining a permit from the CVFPB is included in this scope of work.

WRECO will confirm and/or update the HEC-RAS hydraulic analysis prepared by the County to determine the design flow characteristics for the existing condition including the limits and water surface profiles through the study area for the Q50, Q100, and overtopping flood. WRECO will coordinate with the Project Team to obtain additional surveyed creek and floodplain cross sections for setting up the hydraulic model. WRECO will also run the model to study up to two (2) different bridge replacement design alternatives (proposed conditions).

Based on WRECO's preliminary qualitative assessment, the Project may potentially result in a floodplain encroachment. Therefore, WRECO will update the draft report from the previous study for the Floodplain Evaluation Report, which will include the technical information for Location Hydraulic Study and Floodplain Evaluation Report Summary forms to document the investigation and determine the specific impacts to the floodplain.

WRECO will perform a bridge scour analysis to determine the scour potential per the methodology specified in the Federal Highway Administration's (FHWA) HEC-18, HEC-20, and HEC-23 manuals. WRECO will make recommendations on the need for scour countermeasures for the proposed bridge per the HEC-23 and *California Bank and Shore Protection Manual*.

WRECO will update the Draft Bridge Design Hydraulic Study Report from the previous study, which will summarize the results from the hydraulic and bridge scour analyses and recommendations for bridge scour countermeasures. The report will also include all of the detailed hydraulic model output.

Task 3.3 Deliverables

- ✓ Draft and Final Floodplain Evaluation Report
- ✓ Draft and Final Bridge Design Hydraulic Study Report

Task 3.4 - Advance Planning Studies / Type Selection Report/Cost Estimate

Quincy will evaluate (2) bridge alternatives for this project and prepare a Bridge Advance Planning Study drawing for each alternative (Total 2). We will consider the following bridge types:

- Single Span Reinforced Concrete Slab Bridge
- Reinforced Concrete Box Culvert

The appropriate bridge structure type will be dictated by public safety, environmental and hydraulic concerns, right-of-way, and economics. Different foundation types (i.e., spread footings or drilled piles, etc.) will also be evaluated. Based on the information provided by the County, we have scoped the final design for a Reinforced Concrete Box Culvert as the most likely preferred alternative. However, we will compare the advantages and disadvantages of both structure types.

A draft Type Selection Report was prepared by the County. Quincy will update and finish the Report to include:

- Bridge type, span arrangement, and construction methods
- Advanced Planning Study drawings that will include a bridge plan, elevation, and section view
- Road closure and proposed detour
- An "Engineer's Opinion of Probable Construction Cost"
- Our Team's recommendation for the preferred alternative.

The preferred alternative will be discussed and confirmed with the County. Quincy will submit the Advance Planning Studies and Type Selection Report along with the Design Criteria Memo (see Task 3.5), and updated hydraulic reports. Our estimated effort and budget includes only one roadway alignment alternative.

An "Engineers Opinion of Probable Construction Cost" will be prepared for each bridge alternative and will include roadway approach costs and appropriate contingency factors for this level of design.

Task 3.5 - Preliminary Plans/Design

Design Criteria Memo

The County has prepared a Design Criteria Memo which includes the following:

- Design Speed – 25 mph,
- 20' paved traveled way,
- 5' paved shoulder and 5' Sidewalks both sides of the road, and
- Design exception required for design speed and or vertical sight distance.

Based on the design criteria, guard railing terminal systems will only be placed at the approach ends.

The County has recently performed new traffic counts at this location and reported the current ADT to be approximately 400 and estimated a future ADT (2036) to be 600. These traffic counts will be used to establish the design criteria under the AASHTO Greenbook (2011).

The Traffic Index to be used for design of the pavement structural section will be 5.0, or as otherwise indicated in the Lake County Standards.

First Street will be closed during construction.

Quincy will incorporate minor revisions into the previously prepared Design Criteria Memo for inclusion in the Type Selection Report.

Preliminary Roadway Plans (35% Plans)

Preliminary information received from the County on this project indicates that the horizontal alignment for the project will not change from the existing tangent alignment. One roadway alignment (horizontal and vertical) will be prepared for County review. Quincy will incorporate comments and finalize the 35% plans for County approval.

This submittal will include Typical Cross Sections, Layout and Profile (Geometric Approval) Plan sheets for one preferred alignment alternative.

Preliminary Bridge Plans

Based on comments received from the County, the Team will refine the Advance Planning Study (APS) for the preferred alternative prepared in task 3.4. The preferred APS alternative will then be converted to a Bridge General Plan for County review and approval.

Stream Diversion Plan

Quincy will develop a stream diversion plan for work within the creek (assuming water will be flowing in the creek). This exhibit will be utilized for communicating to the environmental resource agencies to address water quality.

Task 3.4 & 3.5 Deliverables

- ✓ Bridge Advance Planning Studies
- ✓ Type Selection Report
- ✓ Preliminary Cost Estimates
- ✓ Design Criteria Memo
- ✓ 35% Plans
- ✓ Bridge General Plan
- ✓ Stream Diversion Plan

TASK 4 - ENVIRONMENTAL STUDIES

All technical studies have been completed and environmental documents including the Environmental Commitment Record (ECR), NES, BA, HPSR, and ASR have been prepared and approved, therefore revisions to these documents will not be required.

Task 4.1 – Project Description and APE Map

This scope of work and associated cost does not include revisions to the APE map or Project Description.

Task 4.2 – NEPA/CEQA Technical Studies (Gallaway)

Gallaway will coordinate with Quincy to develop an environmental project schedule, as well as communication and information exchange protocols. One in-person kick-off meeting and three teleconference project development team meetings are included in Gallaway's budget.

Technical studies covered under this task include the HSPR/ASR, NES, and BA. Based on information provided by the County, all of these technical studies have been completed and approved by the County and Caltrans. Therefore, we have not included any effort to make changes to the project description or APE boundaries nor to prepare amendments to the technical studies. Based on an email from Brandon Larsen, Caltrans Senior Environmental Planner, on February 6, 2014, A "not likely to adversely affect" determination was made by USFWS on this project for VELB impacts. Therefore, transplantation of and compensatory mitigation for the Elderberry is not required, and is not included in this scope of work.

Wetland delineation maps were included in the approved NES document; however there does not appear to be an associated delineation report. Based on our experience, the delineation information provided in the NES document does not meet the Corps' Minimum Standards for Acceptance of Aquatic Resources

Delineation Reports (January 2016) or the Revised Mapping Standards (February 2016). Therefore, a formal delineation report per the 1987 Wetland Delineation Manual and Regional Supplement to the Corps Wetland Delineation Manual: Arid West Region (2008, version 2), and 2016 Minimum Standards guidance will be prepared for each of the bridge replacement project in order to obtain a Clean Water Act (CWA) § 404 nationwide permit. Economy of scale and efficiency will be achieved by having Gallaway update the delineation reports because the report products and data will be used to derive impact calculations and permit applications.

It is our understanding that the HSPR/ASR and Native American consultations were completed and approved by Caltrans. Therefore, no re-validation of these reports is included in this scope of work.

Water Quality Discussions and De-watering Plans

The PES for the project required detailed discussions of de-watering and impacts to water quality. The NES was approved therefore no additional effort is included for CEQA/NEPA approval. However, stream diversion and de-watering plans will be required as part of the permitting process (Quincy will prepare the stream diversion plan sheets as part of Task 3.5)

Environmental Commitment Record

An environmental commitment record (ECR) template for each project has been established and Gallaway will provide input for updates to the ECR throughout the environmental review process.

The draft ECR provided by the County included a requirement to mitigate and transplant one elderberry shrub. Based on conversations an email from Brandon Larsen at Caltrans, transplantation is not required. The ECR will be updated accordingly.

Task 4.2 Deliverables

- ✓ Wetland Delineation Reports and maps
- ✓ ECR Updates

Task 4.3 - NESHAP Compliance (Crawford)

A certified asbestos consultant will make a site visit and collect up to a total of 7 samples for asbestos analysis. Samples may include structural bridge concrete, utility pipe insulators, conduits, etc. Asbestos will be tested using either EPA 600/R-93/116 and/or EPA 600/M4-82-020. Crawford will provide a memorandum that includes the certified asbestos consultant's evaluation and tests results (as applicable).

Task 4.3 Deliverables

- ✓ NESHAP Evaluation Report

Task 4.4 - Initial Site Assessment (ISA)

The PES form indicated that an ISA is not required for this project, and that discussion would be included in the Environmental Document (NEPA). Effort related to this task, including testing or additional technical reports or write-ups for hazardous waste is not included in this scope of work.

TASK 5 – FINAL DESIGN ENGINEERING

Based on the information provided by the County, no work has been completed on Tasks 5-11. Any verification of work completed by the County to date will have already occurred in Tasks 1-4. Final design will be authorized once NEPA clearance is obtained unless additional engineering is required to support the NEPA approval in which case some final design tasks could be authorized by the County prior to NEPA approval.

Task 5.1 – Road and Bridge Design

Bridge Design

Bridge/culvert design will be performed in accordance with "AASHTO LRFD Bridge Design Specifications"

with the latest Caltrans Amendments and other Caltrans design manuals. Design will be based on the "Load and Resistance Factor Design" method, with HL-93 (including alternative) and permit truck design live loads. Seismic design will be performed in accordance with the Caltrans "Seismic Design Criteria Version 1.7" (April 2013), and the latest information available from Caltrans Earthquake Research. Computer analysis and design programs used are "state-of-the-art" for bridge design. For this task, a box culvert will likely be the selected alternative and will utilize Caltrans Standard Plans as applicable. Additional analysis will be performed to verify project specific loading conditions that differ from the Standard Plan Design Criteria

Approach Roadway Design

The final approach roadway design will be performed in accordance with County Standards, AASHTO "Greenbook" (2011) and Caltrans Standard Specifications (2015), and in conformance with the project Design Criteria Memo. Final grading and drainage details will be developed as well as new/existing roadway conformance details, as described below.

The project may result in impacts to adjacent parcels and the current roadway frontage uses (pedestrian access, parking etc.). Construction details for simple conforms to the roadway frontage areas (sidewalks, gates, fences etc.) within 10' of the back of sidewalk will be included in the plans. If the roadway grade changes require details for earth retaining systems, complex pedestrian or vehicle access, construction on private property, or drainage systems that don't have gravity flow to the creek, this work would be considered outside our proposed scope of work, and additional budget may be requested.

Required on-site environmental mitigation plans, specifications, and estimates will be completed by the Team for inclusion with the roadway and bridge PS&E package. At this time, we do not anticipate significant mitigation design as part of this project. The erosion control plan sheet will include, as appropriate, planting details for willows within the stream banks and within the County right of way. Separate plan sheet(s) for landscaping, planting plans and details requiring a landscape specialist are not included. Irrigation design is not included. The erosion control seed mix and applications will be provided by the County.

Drainage Design

Based on information provided, it was not clear if there are existing storm drains or sufficient roadside ditches the east side of the bridge.

Where this project impacts or changes existing runoff patterns, we have included the design of storm drain systems that will drain to existing functioning storm drain or ditch systems. The design of these systems will not extend beyond the roadway reconstruction limits of the project.

Quincy will prepare pre-project and post-project storm water runoff calculations (Q) within the project limits for the design storm identified by the County. We assume that the increase in demand can be accommodated with the existing systems. Analysis of the existing systems/ditches capacities or demands is not included.

It is assumed that all road runoff will drain on onto adjacent land and no storm drains or new culverts will be required. Post-construction storm water treatment (permanent/design BMP's) are not included for compliance with the Construction General Permit or County MS4 permit.

Task 5.1.A - Electrical Design (Y&C)

Based on previous project experience, the existing lighting which is mounted on the utility pole, will be relocated as part of the utility pole relocation by PG&E. Electrical design and plan sheets for street lighting are not included. If this changes, Y&C was included on the team to address electrical design.

Task 5.2 – Prepare Design Exception Fact Sheets

Design Exception Fact Sheets will be prepared for design exceptions identified during the project design. Depending on the final design, the profile (crest vertical curve(s) may not meet the sight distance requirements for the proposed 25 mph design speed. We have included one (1) County approved design exception fact sheet will be required for this project, and will be approved by the County. Design Exception Fact Sheets that require Caltrans approval are excluded from this scope of work.

Task 5.3 – Prepare Plans, Specifications, and Estimate

Plan sheets will be prepared using Microstation in English utilizing Quincy drafting standards. All plans will be signed by the civil engineer (registered in the state of California) in responsible charge of the design, in accordance with the Local Assistance Procedures Manual. Typically, the plans, specifications, and estimate (PS&E) will contain the following plan sheets (the number of sheets will vary depending on the site and the final structure type):

- Title Sheet (1)
- Typical Cross Sections (1)
- Layout/Profile Sheets (2)
- Drainage Plan/Profile/Details (3)
- Construction Area Signs & Detour Plan Sheet (1)
- Contour Grading (1)
- Stream Diversion (1)
- Erosion Control Plan (1)
- Utility Plan (1)
- Construction Details (2)
- Quantities Sheet (1)
- General Plan (1)
- General Notes (1)
- Box Culvert Layout (1)
- Box Culvert Details (1)
- Log of Test Borings Sheets (1)

A maximum of 20 plan sheets is budgeted.

Submittal of 65% Plans (Unchecked Details)

Quincy proposes that a PDT meeting be held upon completion of the unchecked bridge details to discuss both the bridge and the roadway plans. This should save considerable time in the County's review of the Draft PS&E because most of the major issues will have been previously discussed and addressed.

At this time, preliminary quantities will be prepared along with an estimate of probable construction costs for programming purposes.

Independent Design Check

An independent check of the design will be performed. This involves a completely independent analysis of the project using the unchecked bridge detailed plans and 65% roadway plans by an engineer that has not been intimately involved in the design. This is a part of the Team's QA/QC Plan and is identical to the Caltrans/Local Agency process. Based upon the independent check and agreement to revisions by the checker and designer, the plans will be revised. Independent Check comments are summarized and resolutions are documented.

Final Construction Quantities & Estimate

The 65% quantities will be updated to final construction quantities, and the Team's estimate of

construction costs (Q and E) will be updated. Quantities will be calculated in accordance with Caltrans' practice and segregated into pay items.

Technical Specifications

Project specifications will be developed based on Caltrans **2015 Standard Specifications and Standard Plans**. Quincy will produce the technical special provisions based on Caltrans "Standard Special Provisions" (SSP) templates. The County will provide its boilerplate specifications for Quincy to combine with the technical special provisions, becoming the basis for the project specifications. A construction (working days) schedule will also be developed to determine the number of working days for the construction contract.

The project specifications will be initially submitted with the 90% draft PS&E for County review and comment. The County comments will be summarized by Quincy in a comment resolution table with every comment reviewed and addressed with a written response. Based upon agreement of the responses between the County and Quincy, the specifications will be revised.

Quality Control & Constructability Review

As an integral part of the Quincy QA/QC Program, a senior level engineer will review the entire draft PS&E (90% PS&E) package for uniformity, compatibility, and constructability as well as conformance with the federal HBP program requirements.

The review will include comparing bridge plans with the roadway plans for conflicts or inconsistencies, and to ensure that the final design is in accordance with all environmental documents, permit requirements, hydraulics reports, and foundation recommendations. The specifications and estimate will be reviewed for consistency with the plans, and to ensure that each construction item has been covered.

Submittal of 90% PS&E

The plans, specifications, and estimate, along with bridge design, check, and quantity calculations, will be submitted to the County at the 90% completion stage. We have budgeted for resolution and incorporation of one set of County and Caltrans comments on the 90% draft PS&E.

Submittal of Final (100%) PS&E

Upon receiving review comments from the County and other agencies, each comment will be reviewed, discussed, and addressed in writing. All apparent conflicts will be resolved in person or via telephone as necessary. Appropriate modifications will be made to the plans, specifications, and estimate.

Quincy will furnish the final PS&E package in full and half-sized plans as well as hard copies and electronic files (MS Word format) of the special provisions. Quincy will furnish roadway design cross sections (at 25' intervals) as well as Notice to Bidders, Special Provisions and the Bid Book. Preparing copies of the PS&E for public purchase, and public advertising of the construction contract are not included.

Quincy will prepare a Resident Engineer file including bridge "4-scale" drawings, quantity calculations, staking information, and other necessary information for coordination of right of way and utilities.

Task 5 Deliverables

- ✓ Design Exception Fact Sheet
- ✓ 65% Plans and Estimate
- ✓ 90%, and Final PS & E Packages
- ✓ Stamped Bridge Calculations & Bridge/Roadway Quantities
- ✓ QC & Constructability Review
- ✓ Roadway design cross sections
- ✓ Notice to Bidders and Bid Book
- ✓ RE Pending File

TASK 6 - PERMITS

Task 6.1 – Environmental Permits (Gallaway)

Gallaway will prepare permitting packages for the County's signature and submittal. Based on the issues associated with the proposed project, Gallaway anticipates the following permits will be required:

Incidental Take Permit

According to the Caltrans approved NES habitat for Clear Lake hitch is present. In 2014 Clear Lake hitch were listed as threatened under the California State Endangered Species Act and may be protected under the federal ESA by 2018. Currently, impacts to habitat or take of the species would require an Incidental Take Permit from the CDFW. If work in the stream channel of Clover Creek occurs when there is any flow, an incidental take permit would be required. Work is defined as any activity that disturbs or harasses the fish, including vegetation removal or noise disturbances. To avoid impacts to Clear Lake hitch work within the creek channel shall occur between June 15 and December 31 and when the channel is dry (per Tanya Shea, CDFW 12/15/16), otherwise an incidental take permit would be required. An incidental take permit is included as Optional Task 6.1.A.

Section 404 Permit (U.S. Army Corps of Engineers – Sacramento District)

Bridge Replacement projects, unlike rehabilitation or bridge maintenance are generally covered by Nationwide Permit (NWP) 14 (Linear Transportation Projects). NWP 14 applies to activities required for the construction, expansion, modification, or improvement of linear transportation project in Waters of the U.S. Currently, for linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than ½ acre of Waters of the U.S. Gallaway Enterprises will prepare the appropriate Corps permit application based on final design and when it becomes available. Preferably plans suitable for completing a thorough impacts assessment will be 60% complete.

Task 6 Deliverables

- ✓ Draft Permit applications (CDFW 1600, ACOE 404, RWQCB 401)
- ✓ Final Permit applications (CDFW 1600, ACOE 404, RWQCB 401)

Section 401 Water Quality Certification (Central Valley Regional Water Quality Control Board)

Gallaway Enterprises will prepare the CWA § 401 application for the project and obtain the Water Quality Certification from the RWQCB, as needed. The application cannot be submitted until the lead agency has made a determination pursuant to CEQA and the Notice of Determination (NOD) has been filed with the State Clearinghouse. Gallaway will draft a CWA § 401 Water Quality Certification Application with fee calculator (One hard copy and one pdf copy) and a final application (One hard copy and one pdf). Gallaway will respond to and incorporate as appropriate, comments from County review of the permit application (which have been deemed complete packages). Once one round of comments have been addressed to the satisfaction of the County, additional comments from the County are not included. The County will pay directly for the application fee.

Section 1600 Streambed Alteration Agreement (California Department of Fish and Wildlife)

Gallaway Enterprises will prepare the § 1600 application for a Streambed Alteration Agreement from the CDFW. Construction drawings at greater than 60% complete for improvements that result in impacts to waters within CDFW jurisdiction will be required. Upon submission of the permit application, Gallaway Enterprises may conduct a site visit with CDFW to assure that all desired information is included in our submittal. As needed, Gallaway will prepare a tree replanting plan to address impacts to native trees. This scope does not include tree replanting outside the County right of way, nor outside the APE limits. The application cannot be submitted until the CEQA documentation and NOD has been filed with the California Office of Planning and Research State Clearinghouse. Due to the potential for flows and habitat for Clear Lake hitch the CDFW will require detailed stream diversion plans. Quincy will prepare the de-watering plan sheets. Gallaway will coordinate the development of stream diversion

plans to reduce or avoid impacts to Clear Lake hitch and other aquatic species.

Gallaway will provide a completed permit application ready for review and signature. The County will supply copies of the CEQA document and NOD. Gallaway will respond to and incorporate as appropriate, comments from County review of the permit application (which have been deemed complete packages). Once one round of comments have been addressed to the satisfaction of the County, additional comments from the County are not included. The County will pay directly for the application fee.

Task 6.1.A Incidental Take Permit (OPTIONAL)

As an OPTIONAL Task, Gallaway will prepare the information necessary to obtain an Incidental take permit from the CDFW. 65% plans and the stream diversion plan provided by Quincy will be provided as backup information for the permit request. Gallaway assumes that the ITP would authorize temporary impacts to habitat related to altering the water course during construction and no habitat loss would occur as the result of the project. This assumption is based on our understanding of the bridge design and associated impacts as described in the NES. The bridge will be constructed on the same alignment and footprint, with no tree removal. Therefore, while an ITP may be required we do not anticipate the need for any compensatory mitigation.

TASK 7 – RIGHT-OF-WAY SERVICES

Task 7.1 – Surveying

Up to four (4) parcels, APNs: 027-195-090, 027-197-050, 027-196-010, 027-221-110, are included for this scope of work for which plats and legal descriptions will be prepared for four (4) right of way takes and four (4) temporary construction easements. Quincy will obtain corresponding title reports for the four impacted parcels in order to determine encumbrances on the subject parcels.

Quincy will also prepare and deliver the following:

- Right of Way exhibit map noting current record information such as owner name, document number, right of way, etc.
- Field-stake right-of-way take lines for appraisal use.
- Set permanent survey monuments along right of way, resulting from any fee title acquisitions after construction.
- A Record of Survey with the County of Lake depicting new right of way lines and monuments.

Assumptions:

- One mobilization has been budgeted to field stake the location of right of way take lines. Re-stakes or additional mobilizations are specifically excluded from this scope.
- One mobilization has been budgeted to set monuments on the new right of way take lines which will be completed post construction.
- Lake County will pay any associated submittal and recording fees associated with the record of survey
- If any discrepancies are found in the subject parcels, per the Professional Land Surveyors Act a record of survey must be prepared. This item is specifically excluded from this scope.

Task 7.2 – Right-of-Way Appraisals (Bender Rosenthal, Inc.)

Up to four (4) parcels, including APNs: 027-195-090, 027-197-050, 027-196-010, 027-221-110, are included for this scope of work for possible temporary construction easements and/or partial fee takes.

As the takes appear to be valued at less than \$10,000 each, BRI has included waiver valuations in lieu of appraisal reports. Waiver Valuations are appropriate when the property owner is a willing participant. Waiver Valuations cannot be used for eminent domain proceedings, so if these proceedings are anticipated, an appraisal should be prepared and the scope and budget will be modified appropriately. A Waiver Valuation requires fewer hours of the appraiser to complete and does not require an independent appraisal review which will save both time and money on the task. BRI recommends the use of Waiver Valuations for all parcels. If further investigation results in a determination, an appraisal will be required, BRI will notify Quincy and propose the scope change for full appraisal services. BRI will provide one (1) copy of the Waiver Valuation that meets all State and Federal Standards for the Temporary Construction Easement and Permanent Easement for each parcel.

Task 7.3 – Right-of-Way Acquisition (Bender Rosenthal, Inc.)

Upon completion of the appraisal/valuation, the acquisition agent will work with the Lake County staff to determine the value to be negotiated for the required property. BRI will work with stakeholders and each property owner to determine the settlement and will maintain the file through escrow.

For the property owner, BRI will maintain an acquisition file that meets the federal, state, and Caltrans ROW standards and is pursuant to Lake County's specifications. BRI will prepare all applicable forms, secure grantor's approval and signature and submit the forms to the staff of Lake County for review and acceptance. Once approved by Lake County staff, the acquisition agent will make the First Written Offer to each property owner.

BRI will develop and maintain the escrow schedule, deliver documents and checks to escrow companies, review all documents for submission to escrow companies, review title and escrow documents, and BRI will coordinate escrow closings and file all applicable forms and documents with the County Assessor's office. BRI will work with all parties to encourage acquisition within 30 days of the approval of the appraisal. BRI will provide one complete acquisition file for the project for each parcel. Up to four permanent partial acquisitions for the project, and up to four temporary construction easements (TCE) for the project sites.

Task 7.4 – Right-of-Way Certification (Bender Rosenthal, Inc.)

Upon completion of the ROW acquisition, BRI will prepare the ROW Certification per Chapter 14 of the Caltrans ROW Manual. BRI will provide coordination services with Caltrans District 1 and the property owner, as required.

Task 7 Deliverables

For each bridge site:

- ✓ Plat and Legal Descriptions
- ✓ Record of Survey Maps
- ✓ Field Staking for Valuations
- ✓ Waiver Valuations
- ✓ Acquisitions
- ✓ Right of Way Certification

TASK 8 – UTILITY RELOCATION

Task 8.1 – Utility Coordination

The Team will provide communication and coordination with the utility companies during the preliminary and final design processes. Quincy will follow the Caltrans utility relocation process and develop "A" and "B" letters, and Notice to Owner (NTO) letters ("C" letters). Communications with utility owners will be documented in a correspondence log. Quincy will prepare a plan of existing utilities for the project based on the information obtained from the various affected utilities and determine which are in conflict. This conflict map will be provided to owners with the "B" letter.

Depending on the final bridge type selected, Quincy may be able to provide adequate openings for utilities in the bridge. It will be the responsibility of each utility owner to provide a design of their relocations.

Quincy has assumed the following:

- 80 hours of utility coordination effort to complete the work described in Task 8.1, including up to four utility field meetings (two meetings with each of two utility owners).
- Utility owners will provide existing facility maps within 4 weeks of the request, and with no more than one email and one phone call reminder. The maps will be provided at no cost to Quincy.
- Utility owners will provide relocation plans in accordance with the schedule agreed to by the utility owner, the County and Quincy. The design of the relocation is the responsibility of the owners.
- Quincy will transfer relocation from a non-coordinate based (schematic) relocation drawing, into the project plans and CAD base files. Quincy has included incorporating the relocations as a draft with one round of review and revisions.
- Utility owners will provide any easement or right of way needs to Quincy prior to drafting the right of way engineering plat maps and legal descriptions. If changes to the plat maps and legal descriptions are required for utilities after the County has provided their initial comments on the documents, this will be considered a change in scope.
- Relocation of the utilities will be performed prior to the contractor mobilizing to the site.
- No temporary relocations will be needed.
- Our proposal will not include any staking to be performed other than that described in Task 7.1. A separate survey mobilization for staking for utilities is included as Optional Task 8.3
- No federal funding will be utilized for utility relocations. There will be no utility agreements nor reports of investigation (ROI) required. If further information results in the need for federal authorizations, the effort to prepare funding request, utility agreements and reports of investigation will be included in a contract scope and budget amendment request.

Task 8.2 – Report of Investigation and Utility Agreement (OPTIONAL)

As an OPTIONAL task and separate budget item, Quincy can prepare a Report of Investigation (ROI) and a Utility Agreement (UA). These documents are required by Caltrans for HBP funding if the utility has prior rights and the cost of the utility relocation will be borne by the project. The budget for this optional task includes one ROI and one UA.

Task 8.1 Deliverables

- ✓ "A", "B", and "C" notice to owner letters
- ✓ 80 hours of utility coordination

Task 8.3 – Field Staking for Utilities (OPTIONAL)

As an OPTIONAL task and separate budget item, Quincy will perform staking as requested for utility relocation purposes. This task includes 4 hours in the field to stake right of way, proposed edge of pavement, sidewalk, drainage or other proposed construction within the areas of concern for utility relocations. This work is included as a separate mobilization for this task only. If the work can be combined with another survey mobilization, costs will be reduced.

Work on Tasks 9-11 will not proceed without written authorization from the County to proceed.

TASK 9 – BIDDING ASSISTANCE

The individuals that were directly involved in the design will be available during the bid period to interpret the plans and specifications, prepare addenda if needed, and provide general consultation to the County to obtain bids. The Quincy Team will be available to answer contractor inquiries during the bidding phase. When the construction bids are opened, Quincy will be available to provide analysis and recommendations concerning award of the contract. Forty hours, including travel to Lake County for the pre-bid and bid opening meetings, is included for this task.

Task 9 Deliverables

- ✓ Prepare Addenda
- ✓ Answer Bidder Inquiries
- ✓ Bid Analysis
- ✓ 40 hours of total Bidding Assistance

TASK 10 – CONSTRUCTION SUPPORT

After award of the construction contract, the Team will be available to continue providing services such as reviewing contractor submittals, reviewing shop plans, reviewing falsework plans and calculations, preparing and/or reviewing change orders, and making other field observations, at the Resident Engineer's or County's request. All activities include appropriate recommendations and documentation of the Team's activities.

Quincy will work closely with the Construction Management Team to provide clarifications as needed in a timely manner. Quincy will work closely with the Construction Management firm to identify the timing of upcoming shop plan reviews and other contractor submittals to have resources ready.

116 hours of effort, including travel for one site visit is included for this task.

Task 10 Deliverables

- ✓ Construction Support
- ✓ Answer RFIs
- ✓ Review Shop Plans
- ✓ One site visit
- ✓ 116 hours of total construction support

TASK 11 – PREPARE RECORD (AS-BUILT) DRAWINGS

When construction is completed, Quincy will prepare Record Drawings (As-builts) for the County's files. These as-builts will be based on information clearly marked on a set of contract plans prepared by the Resident Engineer. A total of 34 hours has been included for completing this task.

Task 11 Deliverables

- ✓ As-Builts

First Street Bridge at Clover Creek (14C0015) Organizational Chart

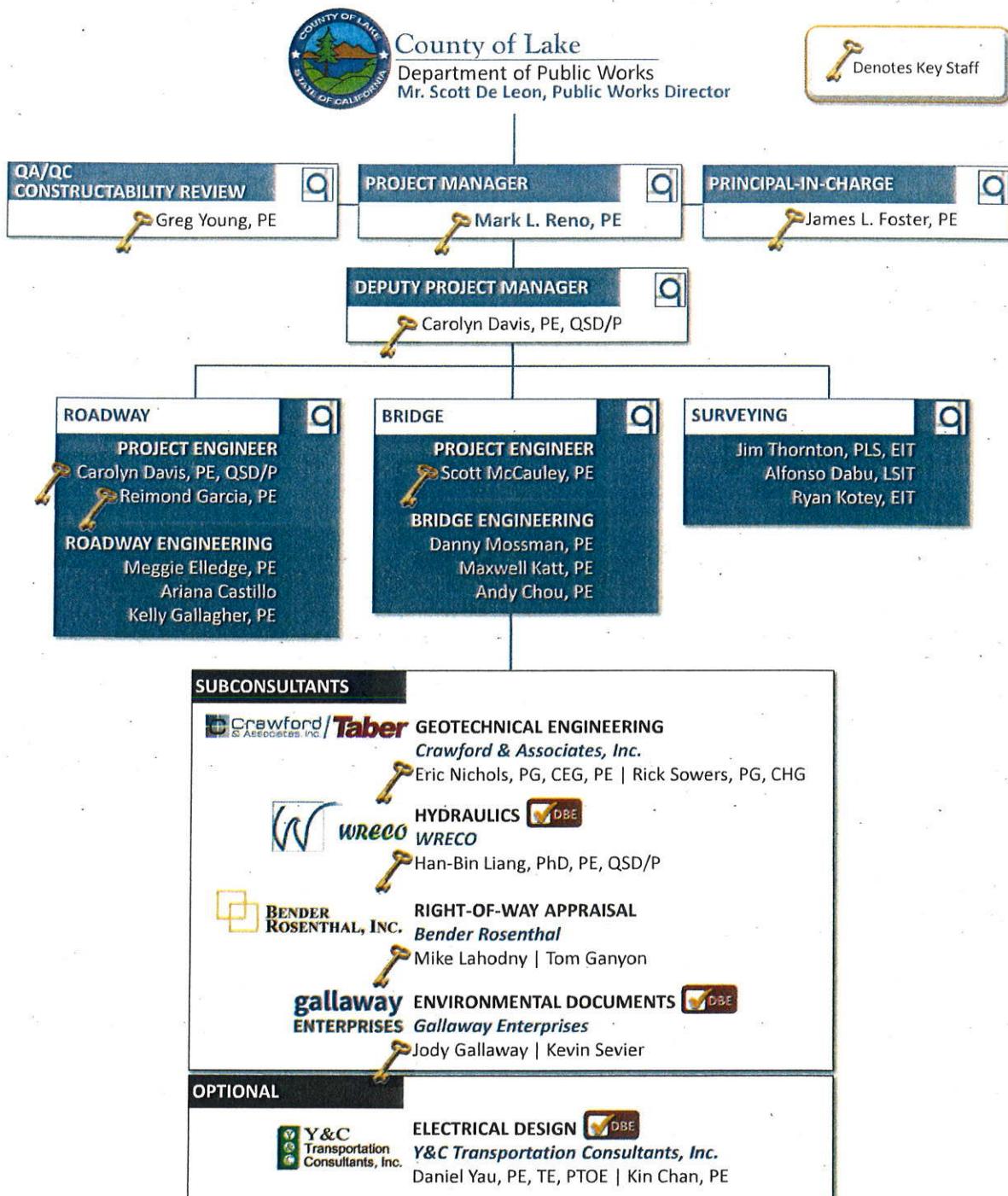


EXHIBIT "B"

TO

AGREEMENT FOR ENGINEERING SERVICES

FOR

REPLACEMENT OF CLOVER CREEK BRIDGE AT FIRST STREET (14C-0015)

IN LAKE COUNTY, CALIFORNIA

EXHIBIT 10-O2: Consultant Contract DBE Information

| | | | |
|--|-----------------------------|---|--|
| 1. Local Agency: County of Lake | | 2. Contract DBE Goal: 8% | |
| 3. Project Description: Engineering Services for Replacement of Four HBP-Funded Bridges | | | |
| 4. Project Location: Clover Creek at First Street (Latitude/Longitude 39.1643,-122.9091) | | | |
| 5. Consultant's Name: Quincy Engineering, Inc. | | 6. Prime Consultant DBE: <input type="checkbox"/> | |
| 7. Total Contract Award Amount: | \$361,929.10 | 8. Total Dollar Amount for ALL Subconsultants | \$72,952.91 |
| 10. Description of Work, Service, or Materials Supplied | | 11. DBE Certification Number | 12. DBE Contact Information |
| Hydrology and Hydraulics | | 30066 | WRECO 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596 (925) 941-0017 |
| Environmental Assessment/Documents | | 31237 | Gallaway Enterprises 117 Meyers Street, Suite 120 Chico, CA 95928 (530) 332-9909 |
| | | | |
| | | | |
| Local Agency to Complete this Section | | 14. TOTAL CLAIMED DBE PARTICIPATION | |
| 20. Local Agency Contract Number: _____ | | \$36,413.14 | |
| 21. Federal-Aid Project Number: BRLO-5914(079) | | 10.06% | |
| 22. Proposed Contract Execution Date: _____ | | | |
| <i>Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.</i> | | <i>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</i> | |
| 23. Local Agency Representative's Signature | 24. Date | 15. Preparer's Signature | 16. Date |
| _____ Mark L. Reno | _____ February 6, 2017 | _____ Mark L. Reno, PE | _____ (916) 368-9181 |
| 25. Local Agency Representative's Name | 26. Phone | 17. Preparer's Name | 18. Phone |
| _____ Mark L. Reno | _____ Principal | _____ Principal | _____ Principal |
| 27. Local Agency Representative's Title | 19. Preparer's Title | | |

DISTRIBUTION: (1) Original – Local Agency
 (2) Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654 3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Exhibit 10-H Cost Proposal

Cost Proposal

Contract No.
ConsultantClover Creek Bridge at First Street
Quincy Engineering, Inc.Date 2/3/2017

DIRECT LABOR

| Classification/Title | Name | Initials | Range | Hours | Initial Hourly Rate | Total |
|-----------------------|-----------------|----------|-----------|-------|---------------------|---------------|
| Principal Eng. | James Foster | JF | \$64-\$87 | 0 | \$76.70 | \$ - |
| Principal Eng. | Mark Reno | MR | \$64-\$87 | 118 | \$78.30 | \$ 9,239.40 |
| Senior Eng. | Carolyn Davis | CD | \$48-\$78 | 195 | \$70.20 | \$ 13,689.00 |
| Assoc Eng. | Reimond Garcia | Rga | \$34-\$63 | 24 | \$54.00 | \$ 1,296.00 |
| Senior Eng. | Scott McCauley | SMc | \$48-\$78 | 332 | \$58.20 | \$ 19,322.40 |
| Senior Eng. | Greg Young | GY | \$48-\$78 | 24 | \$63.60 | \$ 1,526.40 |
| Survey Mgr | Jim Thornton | JT | \$39-\$62 | 44 | \$50.90 | \$ 2,239.60 |
| Survey Tech | Alfonso Dabu | AD | \$29-\$42 | 111 | \$33.60 | \$ 3,729.60 |
| Survey Tech | Alfonso Dabu | AD | \$29-\$42 | 70 | \$33.60 | \$ 2,352.00 |
| Chairman/Rodman | Ryan Kotey | RK | \$29-\$63 | 70 | \$40.00 | \$ 2,800.00 |
| Survey Party Chief OT | TBD | COP OT | \$29-\$63 | 0 | \$49.50 | \$ - |
| Chairman/Rodman OT | TBD | ROD OT | \$29-\$63 | 0 | \$50.66 | \$ - |
| Senior Eng. | Kelly Gallagher | KG | \$48-\$78 | 59 | \$65.20 | \$ 3,846.80 |
| Assoc Eng. | Andy Chou | AC | \$34-\$63 | 164 | \$47.20 | \$ 7,740.80 |
| Assoc Eng. | Meggie Elledge | ME | \$34-\$63 | 378 | \$47.20 | \$ 17,841.60 |
| Assist Eng. | Ariana Castillo | Aca | \$27-\$46 | 190 | \$38.20 | \$ 7,258.00 |
| Intern | Salim Bouzid | Sbo | \$16-\$25 | 20 | \$16.00 | \$ 320.00 |
| CAD Manager | Bob Maechler | BM | \$34-\$56 | 36 | \$45.50 | \$ 1,638.00 |
| CAD Tech | Patrick Kinney | PK | \$22-\$37 | 222 | \$25.50 | \$ 5,661.00 |
| Senior Eng Tech | Craig Polglase | CP | \$64-\$87 | 0 | \$48.80 | \$ - |
| Admin Asst | Bobbi Gallagher | Bga | \$12-\$40 | 8 | \$30.50 | \$ 244.00 |
| Admin Asst | Phyllis Jordan | PJ | \$12-\$40 | 8 | \$35.80 | \$ 286.40 |
| | | | | 2073 | | \$ 101,031.00 |

LABOR COSTS

| | | |
|--|----------------------------|--------------|
| a) Subtotal Direct Labor Costs | <u>\$101,031.00</u> | |
| b) Escalation for Multi-Year Project (0.0%): | <u>\$0.00</u> | |
| c) TOTAL DIRECT LABOR COSTS [(a) + (b)] | <u>\$101,031.00</u> | \$101,031.00 |

FRINGE BENEFITS

| | | |
|--------------------------------------|--------------------|-------------|
| d) Fringe Benefits (Rate: 37.9%): | | |
| e) TOTAL FRINGE BENEFITS [(c) x (d)] | <u>\$38,290.75</u> | \$38,290.75 |

INDIRECT COSTS

| | | |
|---|----------------------------|--------------|
| f) Overhead (Rate: 116.9%): | | |
| g) Overhead [(c) x (f)] | <u>\$118,105.24</u> | |
| h) General Administration (Rate: 0.0%): | | |
| i) Gen & Admin [(c) x (h)] | <u>\$0.00</u> | |
| j) TOTAL INDIRECT COSTS [(g) + (i)] | <u>\$118,105.24</u> | \$118,105.24 |

FIXED FEE (Profit)

| | | |
|--|---------------------------|-------------|
| k) Fixed Fee | | |
| l) TOTAL PROFIT [(c) + (e) + (j)] x (k)] | <u>\$25,742.70</u> | \$25,742.70 |

OTHER DIRECT COSTS (ODC)

| | | | | |
|---|------|---------|-------------------|------------|
| Other Direct Costs: | 0 | 0 | \$0.000 | \$0.00 |
| Travel (@ active IRS mileage rate) | 2695 | miles @ | \$0.540 | \$1,455.30 |
| Travel (@ active IRS mileage rate) OPT TASK 8.3 | 280 | miles @ | \$0.540 | \$151.20 |
| Pier Diem/ Hotel | 6 | days @ | \$150.000 | \$900.00 |
| Pier Diem/ Hotel (OPTIONAL TASK 1A) | 2 | days @ | \$150.00 | \$300.00 |
| Delivery | 0 | @ | \$20.00 | \$0.00 |
| Vendor Reproduction | | | | \$0.00 |
| Title Report | 4 | @ | \$750.00 | \$3,000.00 |
| Miscellaneous | | | | \$0.00 |
| Prevailing Wage Differential | | | | \$0.00 |
| m) Other Direct Cost Subtotal: | | | <u>\$5,806.50</u> | \$5,806.50 |

| | | |
|---|--------------------|--------------------|
| p) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant) | <u>\$72,952.91</u> | <u>\$72,952.91</u> |
|---|--------------------|--------------------|

| | |
|---------------|----------------------------|
| r) TOTAL COST | <u>\$361,929.10</u> |
|---------------|----------------------------|

Cost Proposal

| Project Number: JP-1335 | | Project Name: Clover Creek Bridge at First Street | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------------|---|---|----------|---------|----------|---------|---------|---------|---------|---------|---------|---------|----------|---------|-------|---------|---------|-------|-------|-------------------------|--------------------|-------------------|----------------------------|-------------|-------------------|-------------|-------------------------|---------------|
| No. | Tasks | Initial Hourly Rate | MR | CD | Rga | SMc | GY | JT | AD | RK | KG | AC | ME | Asa | Sho | BM | PK | Brg | PJ | Actual Labor Multiplier | Quincy Total Hours | Quincy NLF Budget | Associated & Subconsultant | WRCCO | Galaxy Enterprise | Bender Inc. | Quincy Enterprise, Inc. | Subconsultant |
| 1.1 | Kick-off Meeting (1 hr per project + 1 hr travel + 2 hr mtg prep time for PE) | 2 | 2 | 4 | | | | | | | | | | | | | | | | 8 | \$1,485 | 0.00 | | | | | | |
| 1.2 | Site Visit (1 hr per project + 1 hour travel + 2 hr prep for PE) | 2 | 2 | 4 | | | | | | | | | | | | | | | | 8 | \$1,485 | 0.00 | | | | | | |
| 1.3 | Scope Verification | | | | | | | | | | | | | | | | | | | 0 | \$0 | | | | | | | |
| 1.4 | Establish Project Schedule (assume 3 updates) | 2 | 2 | 4 | | | | | | | | | | | | | | | | 8 | \$1,485 | 0.00 | | | | | | |
| 2.1 | Project Management | 40 | | | | | | | | | | | | | | | | | | 8 | \$8,357 | 0.00 | | | | | | |
| 2.2 | Progress Meetings (Agenda, attend, notes) | 42 | 18 | 60 | | | | | | | | | | | | | | | | 120 | \$22,546 | 0.00 | | | | | | |
| 2.3 | Assess the County with State Admin Requirements | 40 | | | | | | | | | | | | | | | | | | 40 | \$8,778 | 0.00 | | | | | | |
| 3.1 | Surveys and Mapping | | | | | 9 | 22 | 25 | 25 | | | | | | | | | | | 9 | \$1,614 | \$18,691.15 | | | | | | |
| 3.2 | Geotechnical Investigations | 2 | 2 | 6 | | | | | | | | | | | | | | | | 10 | \$1,811 | \$7,916.88 | | | | | | |
| 3.3 | Hydrogeological Studies | 2 | 1 | 6 | | | | | | | | | | | | | | | | 95 | \$9,042 | 0.00 | | | | | | |
| 3.4 | Assessment Report | 4 | 40 | | | | | | | | | | | | | | | | | 40 | \$8,778 | 0.00 | | | | | | |
| 3.5 | Preliminary Plans (25%) | 8 | | | | | | | | | | | | | | | | | | 84 | \$11,048 | 0.00 | | | | | | |
| 4.1 | Project Description and APE Map | | | | | | | | | | | | | | | | | | | 0 | \$0 | | | | | | | |
| 4.2 | NEPA/EOA Technical Studies (Wetland Definition) | 2 | 4 | | | | | | | | | | | | | | | | | 10 | \$1,575 | | | | | | | |
| 4.3 | NESHAP Compliance (Cost in Task 3.2) | 1 | | | | | | | | | | | | | | | | | | 1 | \$1,833 | \$2,122.89 | | | | | | |
| 5.1 | Road and Bridge Design | 16 | 80 | | | | | | | | | | | | | | | | | 158 | \$22,089 | 0.00 | | | | | | |
| 5.1.1 | Drainage Design Calculations | 2 | | | | | | | | | | | | | | | | | | 26 | \$2,983 | 0.00 | | | | | | |
| 5.2 | Prepare Design Exception Fact Sheets | 4 | | | | | | | | | | | | | | | | | | 20 | \$2,904 | 0.00 | | | | | | |
| 5.3 | Prepare P&S&E | | | | | | | | | | | | | | | | | | | 0 | \$0 | | | | | | | |
| | 65% Plans | 8 | 12 | 32 | | | | | | | | | | | | | | | | 246 | \$28,427 | 0.00 | | | | | | |
| | Independent Check | | | 24 | | | | | | | | | | | | | | | | 96 | \$13,157 | 0.00 | | | | | | |
| | Quantities and Estimate | 2 | 24 | | | | | | | | | | | | | | | | | 118 | \$15,023 | 0.00 | | | | | | |
| | Specifications | 2 | 4 | | | | | | | | | | | | | | | | | 16 | \$2,375 | | | | | | | |
| | QA/QC | 2 | 4 | 8 | 24 | | | | | | | | | | | | | | | 42 | \$7,322 | 0.00 | | | | | | |
| | 90% P&S&E | 2 | 6 | 20 | | | | | | | | | | | | | | | | 62 | \$9,011 | 0.00 | | | | | | |
| | 100% P&S&E | 2 | 8 | 8 | | | | | | | | | | | | | | | | 82 | \$10,761 | 0.00 | | | | | | |
| 6.1 | Environmental Permits | 4 | 8 | 12 | | | | | | | | | | | | | | | | 120 | \$14,562 | 0.00 | | | | | | |
| 7 | Right of Way Services | | | | | | | | | | | | | | | | | | | 116 | \$16,580 | 0.00 | | | | | | |
| 7.1.1 | OPTIONAL Topo Surveys | 2 | 22 | | | | | | | | | | | | | | | | | 185 | \$19,772 | \$26,500.00 | | | | | | |
| 7.1.2 | OPTIONAL - RDU/A | 4 | 4 | 12 | | | | | | | | | | | | | | | | 80 | \$12,176 | 0.00 | | | | | | |
| 7.1.3 | OPTIONAL - Utility Staking | 2 | | | | | | | | | | | | | | | | | | 40 | \$6,773 | 0.00 | | | | | | |
| 7.1.4 | OPTIONAL - Clear Lake Hatch | 2 | | | | | | | | | | | | | | | | | | 37 | \$4,081 | 0.00 | | | | | | |
| 8.1.1 | Subtotal - Hours | 118 | 195 | 24 | 332 | 24 | 44 | 111 | 70 | 59 | 184 | 378 | 190 | 20 | 36 | 222 | 8 | 8 | 2073 | 2 | \$394 | \$3,500.64 | | | | | | |
| 8.1.2 | Other Direct Costs | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8.1.3 | Total Cost | \$9,239 | \$13,699 | \$1,296 | \$19,322 | \$2,526 | \$2,240 | \$3,750 | \$2,252 | \$2,800 | \$3,847 | \$7,741 | \$17,842 | \$7,258 | \$320 | \$1,638 | \$5,951 | \$244 | \$286 | \$101,031.00 | \$28,976 | \$10,039.77 | \$26,500.00 | \$18,691.15 | \$17,721.98 | \$2,352.91 | | |

Cost Proposal

Clover Creek Bridge at First Street

Date: 2/3/2017

Quincy Engineering, Inc.

| | |
|---|---------------------|
| Direct Labor: | \$101,031.00 |
| Escalation for Multi-Year Project (0.0%): | \$0.00 |
| Subtotal | \$101,031.00 |
| Indirect Cost Rate (1.548): | \$156,395.99 |
| A. Labor Subtotal | \$257,426.99 |

Subconsultant Costs:

| | |
|--|--------------------|
| Crawford & Associates, Inc. | \$10,039.77 |
| Bender Rosenthal, Inc. | \$26,500.00 |
| WRECO <input checked="" type="checkbox"/> | \$18,691.15 |
| Gallaway Enterprises <input checked="" type="checkbox"/> | \$17,721.99 |
| 0 | \$0.00 |
| 0 | \$0.00 |
| 0 | \$0.00 |
| 0 | \$0.00 |
| B. Subconsultant Subtotal | \$72,952.91 |

Other Direct Costs:

| | | | |
|---|--------------|----------|-------------------|
| Travel (@ active IRS mileage rate) | 2695 miles @ | \$0.540 | \$1,455.30 |
| Travel (@ active IRS mileage rate) OPT TASK 8.3 | 280 miles @ | \$0.540 | \$151.20 |
| Pier Diem/ Hotel | 6 days @ | \$150.00 | \$900.00 |
| Pier Diem/ Hotel (OPTIONAL TASK 1A) | 2 days @ | \$150.00 | \$300.00 |
| Delivery | 0 @ | \$20.00 | \$0.00 |
| <i>Vendor Reproduction</i> | | | |
| Vellum | @ | \$0.00 | |
| 8 1/2 X 11 Reproduction | @ | \$0.00 | |
| 11 X 17 Reproduction | @ | \$0.00 | |
| Mounting Boards for Presentations | @ | \$0.00 | |
| Newsletters (Translation and printing) | @ | \$0.00 | |
| <i>Subtotal Vendor Reproduction</i> | | | \$0.00 |
| Title Report | 4 @ | \$750.00 | \$3,000.00 |
| Miscellaneous | | | |
| Prevailing Wage Differential | | | \$0.00 |
| C. Other Direct Cost Subtotal: | | | \$5,806.50 |

| | |
|----------------------------------|---------------------|
| Labor Subtotal A. = | \$257,426.99 |
| Fixed Fee | \$25,742.70 |
| Subconsultant Subtotal B. = | \$72,952.91 |
| Fixed Fee | \$0.00 |
| Other Direct Cost Subtotal: C. = | \$5,806.50 |
| Fixed Fee | \$0.00 |
| TOTAL = | \$361,929.10 |

Note: Invoices will be based upon actual QEI hourly rates plus overhead at 154.8% plus prorated portion of fixed fee. Subconsultant and Direct Costs will be billed at actual cost.

COST PROPOSAL

CONTRACT No.

CONSULTANT

Crawford & Associates, Inc
Clover Creek Bridge at First Street, 14C-0015, BRLO-5914(079) Task 3.2 and 4.3

Date 3-Feb-17

DIRECT LABOR

| Classification | Name | Range | Hours | Initial Hourly Rate | Total |
|------------------------------|--------------|-------------------|-------|---------------------|-------------|
| Principal Engineer | Rick Sowers | | 7.0 | @ \$ 60.00 | \$ 420.00 |
| Senior Project Manager | Eric Nichols | | 20.0 | @ \$ 54.69 | \$ 1,093.80 |
| Senior Geotechnical Engineer | TBD | \$60 - \$75 | 0.0 | @ \$ 75.00 | \$ - |
| Environmental Specialist | TBD | \$33.65 - \$45.60 | 0.0 | @ \$ 42.00 | \$ - |
| Project Manager | TBD | \$33.65 - \$45.60 | 17.0 | @ \$ 39.63 | \$ 673.71 |
| Project Engineer/Geologist | TBD | \$28.13 - \$33.65 | 10.0 | @ \$ 30.89 | \$ 308.90 |
| Staff Engineer/Geologist | TBD | \$22.50 - \$27.08 | 10.0 | @ \$ 24.79 | \$ 247.90 |
| Administrator / Clerical | TBD | \$23 - \$36.06 | 7.0 | @ \$ 29.53 | \$ 206.71 |

Subtotal Direct Labor Costs \$ 2,951.02

Total Direct Labor Costs \$ 2,951.02

FRINGE BENEFITS

Fringe Benefits

| | | |
|------------------------------|--------|------------------|
| | Rate | Total |
| | 29.00% | \$ <u>855.80</u> |
| Total Fringe Benefits | | \$ <u>855.80</u> |

INDIRECT COSTS

General and Administrative

Overhead

| | | |
|-----------------------------|---------|--------------------|
| | 35.00% | \$ <u>1,032.86</u> |
| | 100.00% | \$ <u>2,951.02</u> |
| Total Indirect Costs | | \$ <u>3,983.88</u> |

FEES

\$ 779.07

OTHER COSTS

Mileage (estimated 50 miles at \$0.54/mile)

Asbestos Evaluation Contractor - National Analytical Laboratories (estimated \$1,200)

\$ 270.00

\$ 1,200.00

\$

\$

\$

\$

Total Other Costs \$ 1,470.00

TOTAL COSTS

\$ 10,039.77

Lake County / Clover Creek Bridge at First Street, 14C-0015, BRL O-5914(079)

Crawford & Associates, Inc.

Form 10-H
SUBCONSULTANT COST PROPOSAL

COST PROPOSAL

| | | | |
|--------------|--|------|-----------------|
| CONTRACT No. | ROW Services for Clover Creek Bridge at First Street (079) | Date | <u>8-Sep-16</u> |
| CONSULTANT | Bender Rosenthal, Inc. | | |

DIRECT LABOR

| Classification | Name | Task | Labor Range | Hours | Initial Hourly Rate | Total |
|--------------------------|--------------|--------------|-------------|--------|---------------------|-------------|
| Senior PM | Mike Lahodny | PM/ROW Cert | | 40.0 @ | \$ 62.00 | \$ 2,480.00 |
| Appraiser(s) | TBD | Waivers | \$30-\$80 | 24.0 @ | \$ 50.00 | \$ 1,200.00 |
| Acquisition Manger | TBD | Acquisition | \$40-\$80 | 20.0 @ | \$ 60.00 | \$ 1,200.00 |
| Acquisition Agents | TBD | Acquisitions | \$40-\$80 | 74.0 @ | \$ 50.00 | \$ 3,700.00 |
| Researchers | TBD | Waivers | \$15-\$50 | 60.0 @ | \$ 30.00 | \$ 1,800.00 |
| Administrator / Clerical | TBD | Support | \$15-\$50 | 24.0 @ | \$ 20.00 | \$ 480.00 |

Subtotal Direct Labor Costs \$ 10,860.00

| | | |
|------------------------|---------------------------------|---------------------|
| FRINGE BENEFITS | Total Direct Labor Costs | <u>\$ 10,860.00</u> |
| Fringe Benefits | Rate | Total |
| | 64.80% | <u>\$ 7,037.28</u> |

| | | |
|-------------------------------------|------------------------------|--------------------|
| INDIRECT COSTS | Total Fringe Benefits | <u>\$ 7,037.28</u> |
| Overhead/General and Administrative | Rate | Total |
| | 39.27% | <u>\$ 4,264.72</u> |

| | | |
|------------|-----------------------------|--------------------|
| FEE | Total Indirect Costs | <u>\$ 4,264.72</u> |
| | | <u>\$ 2,216.20</u> |

| | | |
|--------------------|--------------------------|--------------------|
| OTHER COSTS | Total Other Costs | <u>\$ 2,121.80</u> |
| Mileage | Rate | |
| | 3,003.33 \$ 0.54 | \$ 1,621.80 |
| Shipping | 25 \$ 20.00 | \$ 500.00 |

| | | |
|--------------------|--------------------------|---------------------|
| TOTAL COSTS | Total Other Costs | <u>\$ 2,121.80</u> |
| | | <u>\$ 26,500.00</u> |

EXHIBIT 10-H COST PROPOSAL Clover Creek at First Street
ACTUAL COST-PLUS-FIXED-FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant: WRECO Contract No.: Date: 1/30/2017

DIRECT LABOR

| Classification/Title | Name | Hours | Actual Hourly Rate | Total |
|----------------------|---------------|-------|--------------------|-------------|
| Principal Engineer | Han-Bin Liang | 4 | \$ 93.51 | \$ 374.04 |
| Supervising Engineer | Chris Sewell | 8 | \$ 68.65 | \$ 549.20 |
| Senior Engineer | TBD | 32 | \$ 55.71 | \$ 1,782.72 |
| Associate Engineer | TBD | 58 | \$ 44.11 | \$ 2,558.38 |
| Staff Engineer | TBD | 48 | \$ 33.27 | \$ 1,596.96 |
| Senior Technician | TBD | 2 | \$ 29.42 | \$ 58.84 |
| Clerical/Tech Editor | TBD | 4 | \$ 24.65 | \$ 98.60 |

LABOR COSTS

| | | |
|---------------------------------|-----------------------------|-------------|
| a) Subtotal Direct Labor Costs | \$ | 7,018.74 |
| b) Anticipated Salary Increases | \$ | - |
| | c) TOTAL DIRECT LABOR COSTS | \$ 7,018.74 |

FRINGE BENEFITS

d) Fringe Benefits Rate: 71.47% e) **TOTAL FRINGE BENEFITS** \$ 5,016.30

INDIRECT COSTS

| | | | |
|-------------------------------------|--------|-------------------------|-------------|
| f) Overhead Rate: | 27.74% | g) Overhead | \$ 1,947.00 |
| h) General and Administrative Rate: | 35.76% | i) Gen & Admin | \$ 2,509.90 |
| | | j) TOTAL INDIRECT COSTS | \$ 4,456.91 |

FEE (Profit)

q) Fee k) **TOTAL FIXED PROFIT** \$ 1,649.20

OTHER DIRECT COSTS (ODC)

| OTHER DIRECT COSTS (ODC) | Unit(s) | Unit Cost | Total |
|--|---------|-----------|---------------------------------------|
| l) Travel/Mileage/Vehicle (supported by consultant actual costs) | 748 | \$ 0.535 | \$ 400.00 |
| m) Reproductions | 2 | \$ 50.00 | \$ 100.00 |
| n) Overnight Delivery | 2 | \$ 25.00 | \$ 50.00 |
| o) in same format as prime consultant estimate for | | \$ - | \$ - |
| | | | |
| | | | p) TOTAL OTHER DIRECT COSTS \$ 550.00 |
| | | | |
| | | | TOTAL COST \$ 18,691.15 |

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered “tools of the trade” are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

Engineering Services for Replacement of for Four HBP-Funded Bridges, Bridge: 14C0015

Lake County

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Clover Creek Bridge at First Street

Man-Hour and Fee Estimate for WRECO Tasks Prepared by WRECO

Total Patient Count

COST PROPOSAL

CONTRACT NO. _____
CONSULTANT Gallaway Enterprises, Inc

Date 3-Feb-17

DIRECT LABOR

| Classification | Name | Range | Hours | Hourly Rate | Total |
|-------------------------------|---------------|-------|-------|-------------|-------------|
| Sr. Biologist/Project Manager | Jody Gallaway | | 34.0 | @ \$ 55.00 | \$ 1,870.00 |
| Sr. Planner/Project Manager | Kevin Sevier | | 16.0 | @ \$ 45.00 | \$ 720.00 |
| Biologist | Staff | 24-30 | 124.0 | @ \$ 28.00 | \$ 3,472.00 |
| GIS Analyst 1 | Cate Davis | 24-30 | 40.0 | @ \$ 26.00 | \$ 1,040.00 |
| Administrator / Clerical | Ganna Kleppe | | 4.0 | @ \$ 18.00 | \$ 72.00 |
| | | | | @ \$ | \$ - |

Subtotal Direct Labor Costs \$ 7,174.00

Total Direct Labor Costs \$ 7,174.00

FRINGE BENEFITS

Total Fringe Benefits 34.00% \$ 2,439.16 \$ 2,439.16

INDIRECT COSTS

Overhead/General and Administrative 87.00% \$ 6,241.38
Total Indirect Costs \$ 6,241.38

FEE

Direct Cost

Mileage (300 miles @ \$.54/mi) \$162.00
Overnight stay 1@ \$120 \$120.00
Gas \$0.00

Total Direct Costs \$ 282.00
\$ _____

TOTAL COSTS \$ 17,721.99

